

## **Exhibit A**

Row  
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Received and E-Filed for Record  
2/7/2014 3:29:56 PM  
Barbara Gladden Adamick  
District Clerk  
Montgomery County, Texas

14-02-01509  
NO.

**EVERGREEN MEDIA HOLDINGS, LLC  
and TONY DEROSA-GRUND**

IN THE DISTRICT COURT OF

VS.

MONTGOMERY COUNTY, TEXAS

PAUL ROCK PRODUCED, LLC

284<sup>th</sup> JUDICIAL DISTRICT

### PLAINTIFFS' ORIGINAL PETITION

Plaintiffs, EVERGREEN MEDIA HOLDINGS, LLC and TONY DeROSA-GRUND, complain of Defendant, PAUL ROCK PRODUCED, LLC, as follows:

### Discovery Control Plan

1. Plaintiffs request that this case be governed by Discovery Control Plan Level 3, pursuant to TEX. R. CIV. P. 190.3.

## Introduction

2. This action is brought by Evergreen Media Holdings, LLC and Tony DeRosa-Grund (collectively "Plaintiffs," unless referenced otherwise) against PAUL ROCK PRODUCED, LLC ("Defendant," unless referenced otherwise), to establish Defendant's breach of contract and breach of the implied covenant of good faith and fair dealing.

3. Mr. DeRosa-Grund is a successful motion picture producer and writer. Plaintiffs own the rights to the motion picture project entitled "The Demonologist" (collectively sometimes referred to herein as the "Picture"). In or around July 30, 2013, Plaintiffs entered into an agreement with Defendant, pursuant to which Defendant acquired an option on the rights for the Picture and Mr. DeRosa-Grund agreed to produce the Picture and provide writing services on the Picture. See Exhibit A. The contract also called for, as part of the consideration to be tendered by Defendant to Plaintiff, payment for the aforementioned writing and producing services. As part of Plaintiffs'

writing compensation, Plaintiffs are entitled to receive from defendant, among other things, Writer's Guild of America ("WGA") guild minimum for writing services on the Picture based on the WGA's high budget film writing services pay scale attached hereto as Exhibit B. Accordingly, Plaintiffs are entitled to receive at least \$124,190.00 for writing services on the Picture. The WGA terms and Schedule of Minimums specify that all payments are to be made "upon delivery" of a script.

4. On or about December 2013, Plaintiffs completed and delivered the script for the Picture to Defendant, thereby completing the writing services pursuant to the contract with Defendant. See Exhibit A. To date, Defendant has only made a partial "good faith" of \$15,000.00 for said writing services. Said partial payment was made by Defendant on November 25, 2013 and is labeled as "good faith" payment for writing services and attached hereto as Exhibit C. Plaintiff has apprised Defendant that it still owes, as per the WGA schedule of minimums, \$109,190.00 to Plaintiff and that its non-payment was a material breach of the agreement between them. To date Defendant has not paid said delinquent amount and moreover, has stated it cannot and will not pay same as Defendant's company was involved in a merger with another company and as a result Defendant was prohibited from paying for the services tendered by the Plaintiff.

5. Defendant has breached the agreement, Exhibits A, and the implied covenant of good faith and fair dealing by failing to pay Plaintiffs the agreed upon writing fees despite the fact that Plaintiffs have satisfied all of their obligations pursuant to Exhibit A and have delivered to Defendant the script for the Picture.

6. This is a suit for breach of contract and declaratory relief. The damages sought are within the jurisdictional limits of the Court. Plaintiffs seek monetary relief over \$109,000.00, Tex. R. Civ. P. 47.



Parties

7. Plaintiff Tony DeRosa-Grund is an individual residing in Montgomery County, Texas.

8. Plaintiff Evergreen Media Holdings, LLC, is a Texas limited liability company.

9. Defendant Paul Rock Produced, LLC is a non-resident California corporation transacting business in Montgomery County, Texas. Pursuant to section 17.044(b) of the Texas Civil Practice & Remedies Code (the "Code"), the Texas Long-Arm Statute, the Secretary of State is an agent for service of process on a nonresident who engages in business in this state, but does not maintain a regular place of business in this state or a designated agent for service of process, in any proceeding that arises out of the business done in this state and to which the nonresident is a party. Therefore, Paul Rock Produced may be served with process by delivering duplicate copies of process upon the Secretary of State of the State of Texas who shall, upon service, immediately mail a copy of process to the nonresident by registered or by certified mail, return receipt requested. Defendant's office address is as follows:

Paul Rock Produced, LLC  
Attn: Paul Rock  
345 N. Maple Drive, Suite 222  
Beverly Hills, California 90210

Venue and Jurisdiction

10. Venue is proper in Montgomery County pursuant to § 15.002(a)(1) of the Code because it is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred. The agreements at issue were entered into in Montgomery County, Texas.

11. Personal jurisdiction over the non-resident Defendant is proper because this lawsuit arises from, was connected with an act or transaction, and relates to the purposeful acts of the non-resident Defendant in Texas, and those purposeful acts directed towards Texas. The assumption of

jurisdiction by this Court over the non-resident Defendant does not offend traditional notions of fair play and substantial justice.

### Facts

12. Unless otherwise indicated, all allegations herein are made on information and belief.

13. Plaintiffs entered into the deal memo on "The Demonologist" with Defendant on or around July 30, 2013 (the "Demonologist Agreement"). Pursuant to the Demonologist Agreement, Evergreen agreed to give Defendant an option to obtain rights to produce the picture based upon Plaintiffs' original written script for "The Demonologist".

14. Pursuant to the Demonologist Agreement, Defendant is obligated to pay Plaintiffs, among other things, WGA guild minimum for Plaintiffs' writing services on the Picture. Plaintiffs completed all writing services pursuant to the Demonologist Agreement and delivered the script to Defendant in December of 2013, obligating Defendant to pay Plaintiffs at least \$124,000.00 for Plaintiff's writing services.

15. Despite Plaintiffs' repeated requests that Defendant pay Plaintiffs the outstanding balance of \$109,140.00 for the writing services and delivery of script, Defendant has failed to do so. In particular, Defendant has stated it cannot and will not pay for Plaintiffs' writing services as Defendant's company was involved in a merger with another company and as a result Defendant was prohibited from paying for the services tendered by the Plaintiff. Thus, as Defendant has materially breached the Agreement, Plaintiffs are owed its writing fees immediately and all of Defendant's rights pursuant to the Demonologist Agreement are terminated. Defendant has breached the Agreement and the implied covenant of good faith and fair dealing by failing to pay for Plaintiffs' writing services.



**Cause of Action**

16. Plaintiffs incorporate herein, by reference, the same as if set forth at length verbatim, the factual allegations in paragraphs 10 through 15.

**Breach of Contract**

17. On or around July 30, 2013, Plaintiffs and Defendant entered into a written agreement under which Defendant agreed to pay Plaintiffs WGA guild minimum of \$124,190.00 for writing services performed in connection with the Picture. To date Defendants are still owed \$109,140.00 by Plaintiff for said services.

18. Defendant failed to pay Plaintiffs for these writing services and has breached Demonologist Agreement. Thus, by failing to pay Plaintiffs for their services, Defendant has breached the parties' agreement, and have forfeited any and all rights under the agreements.

19. Plaintiffs have performed all of their obligations under the Demonologist Agreement except for those excused or waived by Defendant or by operation of law. All conditions for Defendant's performance had occurred.

20. As a direct and proximate result of Defendant's conduct, Plaintiffs have suffered, and will continue to suffer, damages in an amount to be determined at trial, but which exceeds the minimum jurisdictional amount of this Court.

**Breach of the Implied Covenant of Good Faith and Fair Dealing**

21. Under Texas law, there is an implied covenant of good faith and fair dealing in every contract that neither party will do anything that will injure the right of the other to receive the benefits of the agreement.

22. As discussed above, Plaintiffs contend that Defendant by engaging in the above-referenced conduct, including, but not limited to, failing to pay Plaintiffs for writing services

performed and delivery of "The Demonologist" script, and failing to act in good faith to secure financing for the Picture, Defendant breached the implied covenant of good faith and fair dealing.

23. As a direct and proximate result of Defendant's breaches of the implied covenant of good faith and fair dealing, Plaintiffs have been damaged in an amount to be proven at trial, but which exceeds the minimum jurisdictional amount of this Court.

#### Declaratory Relief

24. Plaintiffs seek relief pursuant to Chapter 37 of the Code, the Uniform Declaratory Judgments Act ("Act").

25. An actual controversy has arisen and now exists between Plaintiffs and Defendant concerning their respective rights and duties, in that Plaintiffs contend that because Defendant failed to pay Plaintiffs for writing services and to act in good faith to secure financing for the Picture, Defendant has no rights under the Demonologist Agreement. Accordingly, Plaintiffs contend that writing services fees are immediately due to Plaintiffs and that Defendant has no rights in the Picture going forward. Defendant disputes this contention and contends otherwise.

26. A judicial declaration pursuant to the Act is necessary and appropriate at this time under the circumstances in order that Plaintiffs may ascertain their rights and duties in connection with the Demonologist Agreement.

#### Conditions Precedent

27. All conditions precedent necessary to maintain this suit have been performed, have been waived, or have occurred.

#### Attorneys' Fees

28. Plaintiffs have been forced to retain counsel and incur expenses including reasonable attorneys' fees and court costs. Plaintiffs have retained the law firm of Dow Golub



Remels & Beverly, LLP and have agreed to pay reasonable attorneys' fees. An award of reasonable and necessary attorneys' fees is authorized by Chapters 37 and 38 of the Texas Civil Practice and Remedies Code.

29. Plaintiffs hereby designate the undersigned attorney, Sanford L. Dow, as their expert to testify as to reasonable and necessary attorneys' fees incurred in the preparation and trial of this lawsuit.

Request For Jury Trial

30. In accordance with Rule 216 of the Texas Rules of Civil Procedure, Plaintiffs hereby request a jury trial and are tendering the required jury fee.

Request for Disclosure

31. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, each Defendant is requested to disclose within fifty (50) days of service of this request, the information or material described in all of Rule 194.2.

Prayer

WHEREFORE, Plaintiffs, EVERGREEN MEDIA GROUP, LLC and TONY DEROSA-GRUND, pray that Defendant PAUL ROCK PRODUCED, LLC, be cited to appear, and that upon final trial, they be awarded the following from PAUL ROCK PRODUCED, LLC, jointly and severally:

- (a) Actual Damages;
- (b) For a judicial declaration under the Uniform Declaratory Judgments Act that Plaintiffs have no obligation to Defendant pursuant to the relevant agreements;
- (c) Reasonable and necessary attorneys' fees, including those fees which are equitable and just;
- (d) Prejudgment and post judgment interest at the maximum rate as allowed by law;
- (e) Costs of court; and
- (f) Such other and further relief to which Plaintiffs may be justly entitled.



Respectfully submitted,

DOW GOLUB REMELS & BEVERLY, LLP

By: /s/ Sanford L. Dow  
Sanford L. Dow  
State Bar No. 00787392  
[dow@dowgolub.com](mailto:dow@dowgolub.com)  
Lauren J. Hunsaker  
State Bar No. 24078756  
[lhunsaker@dowgolub.com](mailto:lhunsaker@dowgolub.com)  
Nine Greenway Plaza, Suite 500  
Houston, Texas 77046  
(713) 526-3700/ FAX (713) 526-3750

ATTORNEYS FOR PLAINTIFFS

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Respectfully submitted,

DOW GOLUB REMELS & BEVERLY, LLP

By: /s/ Sanford L. Dow  
Sanford L. Dow  
State Bar No. 00787392  
[dow@dowgolub.com](mailto:dow@dowgolub.com)  
Lauren J. Hunsaker  
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Nine Greenway Plaza, Suite 500  
Houston, Texas 77046  
(713) 526-3700/ FAX (713) 526-3750

ATTORNEYS FOR PLAINTIFFS

EXECUTION COPY

November 1, 2013

Mr. Paul Rock  
CEO Paul Rock Produced LLC  
345 N Maple Dr.  
Suite 222  
Beverly Hills, CA 90210

Re: "THE DEMONOLOGIST" Deal Memo

This deal memorandum ("Deal Memo"), dated as Wednesday, July 30, 2013, hereby sets forth certain financial and material terms between Evergreen Media Holdings, LLC ("EMH"), Tony DeRosa-Grund ("DG", and EMH, the "Producers") and Paul Rock Produced, LLC ("PRPRP") in connection with that certain film project currently entitled "THE DEMONOLOGIST" (the "Picture").

I. CONDITION PRECEDENT

- A. Delivery of all chain-of-title documentation for the Work and clearance of such chain-of-title documentation to Purchaser's reasonable satisfaction.

I. UNDERLYING RIGHTS.

- A. Option, \$50,000 to commence upon execution of this agreement and payment of the fee and shall then run to, and inclusive of, January 31, 2015. The option fee is payable upon execution of this deal memo, applicable against the Purchase Price.
- B. Option Extension. \$1.00 for an additional 6 months, payable before the expiration of the Option, non-applicable against the Purchase Price, and then for the second extension it shall cost \$25,000 for an additional 12 months from the expiration of the additional Six Month Extension, payable before the expiration of the Option, non-applicable against the Purchase Price
- C. Purchase Price, 5% of the direct, "all-in" ingoing budget of the Picture less the first option payment, subject to a floor of \$350,000 and a ceiling of \$500,000 based on a \$10,000,000 ingoing budget. If ingoing budget is more than \$10,000,000 ceiling will be raised on a pro-rata basis. EMH shall bear the cost of

UNTITLED AMITYVILLE PREQUEL - EMG/AP DEAL MEMO 11.01.2013





any payments to any third parties for any and all underlying rights it holds for the Picture.

- D. Box Office Bonuses. \$75,000, at each respective time, if ever, when the domestic (US and Canada) theatrical box office receipts for the Picture as reported in Daily Variety ("DBO") equals or exceeds 2.5 times, 3.25 times and 4.0 times the cost of production. Box Office bonus shall be the ultimate obligation, of and payable to EMH by the distributor/financier of the picture.
- E. Sequels, Prequels and Remakes. 100% of the Purchase Price; provided if a prior picture does \$50,000,000 or more in DBO, the next produced sequel's purchase price will be increased by 15%, on a rolling basis, subject to a ceiling of \$1,000,000.
- F. Credit. EMH shall receive a corporate credit, in the Picture as well as all paid and customary advertising, second to PRP substantially in the for, "A PAUL ROCK PRODUCED / EVERGREEN MEDIA GROUP PRODUCTION."
- G. Trademarks. EMH shall file the appropriate trademarks, in any and all appropriate classes and MPPA registrations for "THE DEMONOLOGIST" and shall maintain ownership of same. For the sum of \$1.00 EMH shall license to PRP the trademark to THE DEMONOLOGIST specifically and solely for use in connection with the above referenced Picture. To clarify the aforementioned license to PRP will be exclusive for the category of motion picture and EMH shall reserve the trademark and the ability to license it for all categories other than motion picture (i.e., television series, book, graphic novels, etc.). Said license accorded PRP will be for perpetuity, so long as the agreement between the parties is in full force and effect. Except as set forth in this paragraph, producers are not transferring any trademarks related to the Picture.
- H. EMG shall grant to PRP the right to make a theatrical motion picture based on its rights to THE DEMONOLOGIST. Those rights shall encompass all pay and free television and VOD rights for PRP in turn take said completed theatrical motion picture and distribute in said mediums. EMG acknowledges that THE DEMONOLOGIST can be made as a stand-alone motion picture film, or series of films, or may be used as a sequel for the FilmEngine/K5 Amityville motion picture if a deal can be negotiated with those parties. The Amityville rights are not or cannot be carried over into this film unless such a deal is made with FilmEngine/K5.
- I. Reversion. PRP shall, after completing production on the original Picture, have a period of four years to commence principal photography on any sequel, prequel or remake. If PRP does not, then all underlying rights to the property revert to EMH free and clear. This right of reversion shall be a rolling right.

## II. PRODUCER FEES.

- A. Development Fee. \$25,000 against fixed compensation payable immediately upon PRP securing and receiving funding for the picture.
- B. Fixed and Contingent Compensation. \$300,000 as fixed compensation, payable on commencement of Principal Photography, plus 50% of PRP's and any affiliate thereof backend. In any and all events, EMH's aforementioned 50% shall not be less than 2.5% of 100% of receipts of the Picture provided that if Producer's secure the financing for the Picture they shall be entitled to 55% of PRP's backend. DG shall be "locked for life" as producer for the Picture as well as any sequel, prequel or remake produced under the agreement. In any and all events this shall be construed as EMG and PRP shall equally share any and all net profits not accorded to studio or financier.
- C. Box Office Bonuses. \$75,000 at each respective time, if ever, when the domestic (US and Canada) theatrical box office receipts for the Picture as reported in Daily Variety ("DBO") equals or exceeds 2.5 times, 3.25 times and 4.0 times the cost of production (interest and overhead included onetime only).
- D. Credit. DG shall receive a personal credit, in the Picture as well as all paid and customary advertising, in first position, on a single card, substantially in the form, "Produced by Tony DeRosa-Grund". PRP shall be free to negotiate whatever credits it deems appropriate for itself and principals with the financier, and or distributor of the Picture, so long as they do not contravene the credits accorded to EMH and DG as delineated herein.

## III. WRITING SERVICES

- A. DG shall be accorded WGA guild minimum, based on the Picture's "all-in" ingoing budget for the story and script for THE DEMONOLOGIST.
- B. DG shall receive in the Picture as well as all paid and customary advertising, in first position, which may be shared with other writers on the same card, substantially in the form "Story by Tony DeRosa-Grund" and "Written by Tony DeRosa-Grund", subject to WGA rules.
- C. DG shall be "locked for life" as writer for the Picture as well as any sequel, prequel or remake produced under the agreement.

## IV. GENERAL

- A. Both parties have the right to enter into this agreement. It is the intent of the parties to execute more formal Option Quit Claim, Producer and Writer agreements within the next thirty days.



- B. No party may release any publicity without the prior approval of the other which shall not unreasonably be withheld.
- C. PRP shall consult with EMG on all third party agreements for the exploitation of the Picture as well as any ancillary rights related thereto.
- D. For avoidance of doubt, this agreement between the parties is for the Rights as defined by Paragraph I. H of this Deal Memo solely and exclusively for a theatrical motion picture (the Picture). This does not include the transfer of any title trademarks or titles to the underlying property which EMG may use in connection with any of its reserved rights to the property outside of motion picture film not specifically granted to PRP hereunder.
- E. PRP shall be responsible for securing production funding equal the budget of the Picture and P&A financing for the Picture. In addition, PRP shall be responsible for securing worldwide distribution for the Picture. Producers, or their designee, shall preform services as the on-set producer of the Picture on a non-exclusive basis.
- F. Approvals: PRP and DG shall have mutual approval over all decisions related to the Picture; DG shall accord PRP meaningful consultation/involvement on all productions matters inclusive but not limited to casting decisions, production, and negotiations. It is understood and provided that (a) in the case of a deadlock, PRP's decision shall control with respect to all financial and distribution matters and (b) DG's decision shall control with regard to all creative matters, excluding provision III. H. below referencing Sameera Eliget. (EMG shall be the entity in charge of the physical production of the movie.)
- G. PRP and Producers agree to first approach Lionsgate with the opportunity to distribute the Picture before making the Picture available to any third-party distributors. If any agreement cannot be reached with Lionsgate within a reasonable period of time then the Picture may be offered to any distributor.
- H. Actress Sameera Eligeti shall have a named speaking role in the Picture which shall not be removed in post editing or cut from the theatrical version of the film.
- I. All agreements shall be controlled by the law of the State of California.

Page 5

AGREED TO AND ACCEPTED THIS 6TH DAY OF NOVEMBER 2013

EVERGREEN MEDIA HOLDINGS, LLC

by: Tony Dehaene

Its: Executive Chairman

PAUL ROCK PRODUCTIONS, LLC

by: Paul Rock

Its: 11/01/13



**WGA 2011 THEATRICAL AND TELEVISION BASIC AGREEMENT**  
**THEATRICAL COMPENSATION (ARTICLE 13.A.1.a.1)\***

		Third Period Effective 5/2/13 - 5/1/14	
		LOW	HIGH
A.	<u>Original Screenplay, Including Treatment</u>	\$66,151	\$124,190
	Installments:		
	Delivery of Original Treatment	29,972	49,633
	Delivery of First Draft Screenplay	26,049	49,633
	Delivery of Final Draft Screenplay	10,130	24,924
B.	<u>Non-Original Screenplay, Including Treatment</u>	57,884	107,646
	Installments:		
	Delivery of Treatment	21,705	33,089
	Delivery of First Draft Screenplay	26,049	49,633
	Delivery of Final Draft Screenplay	10,130	24,924
C.	<u>Original Screenplay, Excluding Treatment or Sale/Purchase of Original Screenplay</u>	44,445	90,992
	Installments for Employment:		
	Delivery of First Draft Screenplay	34,325	66,178
	Delivery of Final Draft Screenplay	10,120	24,804
D.	<u>Non-Original Screenplay, Excluding Treatment or Sale/Purchase of Non-Original Screenplay</u>	36,169	74,437
	Installments for Employment:		
	Delivery of First Draft Screenplay	26,049	49,633
	Delivery of Final Draft Screenplay	10,120	24,804
E.	<u>Additional Compensation for Story Included in Screenplay</u>	8,276	16,545
F.	<u>Story or Treatment</u>	21,705	33,089
G.	<u>Original Story or Treatment</u>	29,972	49,633
H.	<u>First Draft Screenplay, with or without Option for Final Draft Screenplay (non-original)</u>		
	First Draft Screenplay	26,049	49,633
	Final Draft Screenplay	17,361	33,089
I.	<u>Rewrite of Screenplay</u>	21,705	33,089
J.	<u>Polish of Screenplay</u>	10,860	16,545

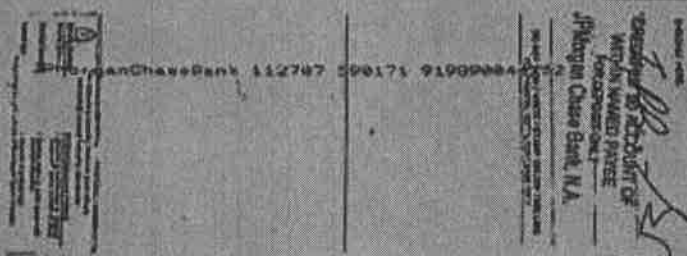
\*Explanation of discounts on page 1.



Monday, February 03, 2014

Post Date	Amount	Account number	Routing number
2013-11-27	\$15,000.00	200003564150	08130751
00:00:00.0			

WELLS FARGO BANK  
CENTRAL CITY, 100 AVENUE OF THE SOLE, LOS ANGELES, CA 90001  
1620  
11/05/12  
NOV 06 2012  
PAY TO THE ORDER OF Evergreen Media Holdings \$15,000.00  
Fifteen Thousand dollars and 00/100  
AARBA PARTNERS LLC  
10941 LAGO BELLA DR  
CITYVIEW2 FL 33532-0000  
\$15,000 Good Faith against Down Payment  
10063407513420000355415011620



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# The State of Texas



Service of Process  
P.O. Box 12079  
Austin, Texas 78711-2079

Phone: 512-463-5560  
Fax: 512-463-0873  
TTY (800) 735-2989  
www.sos.state.tx.us

## Secretary of State

February 28, 2014

Paul Rock Produced LLC  
Attn: Paul Rock  
345 N. Maple Drive  
Suite 2222  
Beverly Hills, CA 90210

2014-237218-1

Include reference number in  
all correspondence

RE: Evergreen Media Holdings LLC tony DeRosa Grand VS Paul Rock Produced LLC  
284th Judicial District Court Of Montgomery County, Texas  
Cause No: 140201509

Dear Sir/Madam,

Pursuant to the Laws of Texas, we forward herewith by CERTIFIED MAIL, return receipt requested, a copy of process received by the Secretary of State of the State of Texas on February 24, 2014.

CERTIFIED MAIL #71901046470100288231

Refer correspondence to:

Sanford L. Dow  
Dow Golub Berg & Beverly LLP  
9 Greenway Plaza  
Suite 500  
Houston, TX 77046

Sincerely,

A handwritten signature in cursive script that reads "Helen Lupercio".

Helen Lupercio  
Team Leader, Service of Process  
CT/vo  
Enclosure

## CITATION

Cause Number: 14-02-01509

Clerk of the Court  
Barbara Gladden Adamick  
P.O. Box 2985  
Conroe, Texas 77305

Attorney Requesting Service  
SANFORD L. DOW  
9 GREENWAY PLAZA STE 500  
HOUSTON TX 77046

## THE STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

To: Paul Rock Produced LLC  
By serving through Secretary of State of the State of Texas  
PO Box 12079  
Austin TX 78711-2079

You are hereby commanded to appear by filing a written answer to the Pltf Orig Petition at or before 10:00 A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 284th Judicial District Court Montgomery County, Texas at the Courthouse of said County in Conroe, Texas.

Said Pltf Orig Petition was filed in said court on the on this the 7th day of February, 2014 numbered 14-02-01509 on the docket of said court, and styled, Evergreen Media Holdings, LLC, Tony DeRosa-Grund VS. Paul Rock Produced, LLC

The nature of plaintiff's demand is fully shown by a true and correct copy of Pltf Orig Petition accompanying this citation Pltf Orig Petition and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Conroe, Texas this the on this the 11th day of February, 2014.

SECRETARY OF STATE  
(SEAL)  
14 FEB 26 AM 8:14  
AUSTIN, TEXAS

Barbara Gladden Adamick, District Clerk  
Montgomery County, Texas

By: Nichol Kirn

Nichol Kirn, Deputy

DELIVERED RECEIVED

Date 02/24/14  
By PL Adamick  
2014

237218



## OFFICER'S RETURN

Cause No. 14-02-01509

Court No: 284th Judicial District  
CourtStyle: Evergreen Media Holdings, LLC, Tony DeRosa-Grund VS. Paul Rock  
Produced, LLC

To: Paul Rock Produced, LLC

Address: By serving through Secretary of State of the State of Texas

PO Box 12079

Austin TX 78711-2079

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, and  
 executed in \_\_\_\_\_ County, Texas by delivering to each of the  
 within named defendants in person, a true copy of this citation with the  
 date of delivery endorsed thereon, together with the accompanying copy of  
 the Pltf Orig Petition, at the following times and places, to wit:

Name	Date/Time	Place, Course and distance from Courthouse
_____	_____	_____

Manner of service: \_\_\_\_\_

\*And not executed as to the defendant(s) \_\_\_\_\_

The diligence used in finding said defendant(s) being: \_\_\_\_\_

And the cause of failure to execute this process is: \_\_\_\_\_

And information received as to the whereabouts of said defendant(s) being: \_\_\_\_\_

## FEES:

Serving Petition and Copy \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

OFFICER

\_\_\_\_\_, County, Texas

By: \_\_\_\_\_, Deputy

## AFFIANT

Complete if you are a person other than a Sheriff, Constable, or Clerk of the Court. In  
 accordance with Rule 107: the officer, or authorized person who services, or attempts to  
 serve a citation shall sign and return. The return must either be verified or be signed  
 under penalty of perjury. A return signed under penalty of perjury must contain the  
 statement below in substantially the following form:

My full name is \_\_\_\_\_ my date of birth is \_\_\_\_/\_\_\_\_/\_\_\_\_, and my  
 address is \_\_\_\_\_.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Executed in \_\_\_\_\_, County, State of \_\_\_\_\_, on the \_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_.

Declarant/Authorized Process Server

ID# &amp; Exp. Of Certification